

MORTGAGE DEED

State of Alabama

County of Shelby

1723

C. Arnold Fulmer and wife,
Kay Fulmer

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned (hereinafter called Mortgagor) is justly indebted to Blazer Financial Services, Inc. (of Alabama) (hereinafter called Mortgagee) in the principal sum of Fourteen thousand three hundred forty-eight dollars and 60/100 DOLLARS, evidenced by one (1) promissory note of even date herewith, (\$14348.60)

NOW, THEREFORE, in consideration of said indebtedness and to secure the prompt payment of same, with interest thereon, when the same falls due, the undersigned do (does) hereby grant, bargain, sell and convey unto Mortgagee the following described property, situated in Shelby County, State of Alabama, to wit:

Commence at the SE Corner of the SE 1/4 NW 1/4 of Sec. 15, T19S, R2W and run North along East line of said 1/4-1/4 Section for a distance of 332.37 feet to the Point of Beginning; thence turn 89° 26' 26" to the left and run West for a distance of 267 feet to a point, said point being on the east R.O.W. of Shelby County Highway #29, thence turn right an angle of 52° 59' running northwesterly along east R.O.W. of said Highway for a distance of 171.5 feet to a point; thence turn 127° 01' to the right and run East for a distance of 370.15 feet to point on the West line of said 1/4-1/4 section; thence run South along said East line for a distance of 135.37 feet to the Point of Beginning.

//Also Known As//
5241 Caldwell Mill Rd.
B'ham, AL 35243

Mortgagor warrants that said property is free from all encumbrances and against all adverse claims.

Mortgagor agrees to pay all taxes and assessments on the above property and not to commit waste.

Mortgagor and Mortgagee agree that upon default in the payment of any instalment of the principal sum of this mortgage or the interest thereon, then the whole principal sum, plus interest thereon and less any refunds or credits due Mortgagor, shall be immediately due and payable, and this mortgage may be foreclosed. Upon the happening of any such default in payment, Mortgagee is authorized by Mortgagor to sell the above property at public outcry, within the legal hours of sale, in front of the Courthouse door of said County, in lots or parcels, or en masse, to the highest bidder for cash, after giving twenty-one days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks in some newspaper published in said County, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original principal amount secured hereby exceeds \$300, reasonable attorney's fees not exceeding 15% of the unpaid debt; Second, to the payment of the indebtedness in full, whether or not fully matured by the date of sale, with interest thereon and less any refunds or credits due Mortgagor; and Third, the balance, if any, to be turned over to Mortgagor.

If Mortgagor pays said indebtedness, with interest thereon, and performs all the promises and agreements in this mortgage, then this conveyance shall be null and void.

IN WITNESS WHEREOF, the undersigned has (have) executed these presents on this 15th day of

October, 19 86

This instrument prepared by STATE OF ALA. SHELBY CO.
Tracy Smith
64 Greensprings Highway
Homewood, AL 35209

1986 OCT 21 AM 10:49

C. Arnold Fulmer (SEAL)
C. Arnold Fulmer (SEAL)
Kay Fulmer (SEAL)
Kay Fulmer (SEAL)

STATE OF ALABAMA
COUNTY OF Shelby

Ronald E. Chatham
JUDGE OF PROBATE

Mtg TAX 21.60
Rec 2.50
Ind 1.00
25.10

I, Ronald E. Chatham, a Notary Public in and for said County, in said State, hereby certify that C. Arnold Fulmer and wife, Kay Fulmer

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of October, 19 86
My Commission Expires 10/10/89

Reliable Securities

Ronald E. Chatham
NOTARY PUBLIC